



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** January 28, 2015

**TO:** Oversight Board to the City of Inglewood as Successor Agency

**FROM:** City of Inglewood as Successor Agency

**SUBJECT:** Resolutions approving License Agreement Between the Successor Agency and Southern California Gas Company for the Temporary use of Property Located at 10117 S. Prairie Avenue, Inglewood CA (APN# 4034-005-900)

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### **RECOMMENDATION:**

It is recommended that the Oversight Board of the City of Inglewood as Successor Agency take the following actions:

1. Approve a license agreement with Southern California Gas Company for the temporary use of certain real property owned by the City of Inglewood as Successor Agency located at 10117 S. Prairie Avenue, Inglewood CA (the "Property")
2. Adopt a resolution approving the license agreement between the Southern California Gas Company and City of Inglewood as Successor Agency.

### **BACKGROUND:**

As of February 1, 2012, all California redevelopment agencies were officially dissolved when the State of California enacted Assembly Bill 26. The City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency (Successor Agency) is now tasked with winding down the affairs of the former Inglewood Redevelopment Agency (Former Agency), including management and maintenance of all Former Agency-owned non-affordable housing properties including but not limited to the Property.

### **DISCUSSION**

Southern California Gas Company (SCGC) is conducting improvements to pipelines in the general area of the Property that will improve the safety of the lines within southeast Inglewood. SCGC has asked for temporary use of the Property. The Successor Agency currently owns the property located at 10117 S. Prairie Avenue. AB 26 requires the eventual sale of all Agency owned properties, but the Department of Finance (DOF) does allow for interim uses subject to certain requirements and its approval. SCGC has been informed of DOF's approval requirements and desires to enter into the subject license agreement. SCGC has indicated that it will not need the use of the Property for longer than six (6) months.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

SCGC has agreed to make monthly rental payments pursuant to the terms of the license agreement. All rental payments will go to the Successor Agency and will be reported on the ROPS as income.

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment 1 - Agreement with Southern California Gas Company

Attachment 2 - Resolution approving the agreement with Southern California Gas Company

**APPROVAL VERIFICATION SHEET**

**PREPARED AND PRESENTED BY:**

Margarita Cruz, Oversight Board member

**REVIEWED AND APPROVED BY;**

Royce K. Jones, Kane, Ballmer & Berkman,  
Special Legal Counsel to the Successor Agency

## LICENSE AGREEMENT

(Southern California Gas Company Staging Area on 10117 South Prairie Ave, Inglewood, CA)

THIS LICENSE AGREEMENT (the "Agreement") is dated as of January \_\_, 2015 (the "Effective Date"), by and between the SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, as licensee, ("Licensee") and the CITY OF INGLEWOOD, AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, a public entity formed under California Health & Safety Code section 34173(g) pursuant to AB X1 26, as amended, as licensor, ("Licensor"), each duly organized and existing under the laws of the State of California.

### WITNESSETH

WHEREAS, Licensor is the fee owner of certain vacant real property bearing the address 10117 South Prairie Avenue, located in the City of Inglewood, County of Los Angeles, as more fully described in that legal description attached hereto as Exhibit A (the "Property"); and

WHEREAS, Licensee has asked Licensor to grant Licensee a non-exclusive license to use the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, Licensee and Licensor do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **GRANT OF LICENSE: LICENSE FEE.** Subject to all terms and conditions contained within this Agreement, Licensor hereby grants to Licensee a license (hereinafter the "License") for the non-exclusive use of the Property as set forth herein, for a period of thirty (30) days (the "Initial Term") commencing on the Effective Date of this Agreement. The Initial Term of this Agreement shall automatically extend for successive thirty (30) day periods unless either party shall give written notice to the other of its election to terminate this Agreement. In the event either party shall elect to terminate this Agreement, this Agreement shall terminate five (5) business days following the receipt by the other party of such written notice. Licensee shall pay to Licensor, in exchange for the License, a fee in the amount of Two Thousand Dollars (\$2,000.00) per month (the "License Fee"), payable in advance on or before the Effective Date and each subsequent extension thereof. In the event the date of termination of this Agreement is not the last day of the Initial Term or an extension period, the License Fee shall be prorated based on the number of days in such period through the date of termination, and Licensor shall promptly reimburse Licensee for any portion of the License Fee which relates to periods after the date of termination.

3. **CONDITIONS OF LICENSE.** In addition to all other terms and conditions of this Agreement, the License shall be subject to the following terms and conditions:

(a) This Agreement is neither a lease nor a bailment. Accordingly, Licensee shall have no leasehold rights in and/or to the Property, nor shall Licensor owe any duty

or obligation whatsoever to Licensee in connection with the maintenance of the Property and/or safekeeping of Licensee or any property of Licensee on the Property.

(b) Licensee's rights under this Agreement are limited solely to the business use of the Property in connection with Licensee's operations including certain staging activities on the Property in connection with natural gas distribution and maintenance operations in the general area of the Property including vehicular parking by Licensee. Licensee shall have no rights pursuant to this Agreement or the license granted hereunder to use, and/or permit the Property to be used for any purpose other than the purpose expressly set forth above.

(c) The License granted under this Agreement is not coupled with an interest, and is revocable at any time in accordance with paragraph 2.

(d) Licensors shall have no liability for any damage to person or property on the Property, or in connection with Licensee's use thereof, nor shall Licensors have any duty or obligation concerning or in connection with the maintenance of the Property or the safekeeping of person or personal property located thereon. Furthermore, Licensors shall have no liability for any damage either to person or property for any reason whatsoever, including, without limitation, any liability or damage arising out of or in connection with the Property or any part thereof or any appurtenances thereto being out of repair or any act or neglect of Licensors or any other person.

(e) Licensee hereby indemnifies, and holds Licensors and its agents, officers, affiliates, partners, and employees harmless from and against any and all costs, expenses, liabilities, claims, demands, and damages whatsoever incurred, imposed, or made upon Licensors or its agents, officers, affiliates, partners, or employees (including, but not limited to, attorneys' fees and court costs incurred at the trial and all appellate levels), as a result of or arising out of, whether directly or indirectly, any acts or omissions of Licensee, or in any way arising out of or in connection with the use of the Property by Licensee.

(f) Licensee shall have no right whatsoever to make any alterations or improvements to the Property, and is hereby prohibited from making any such alterations or improvements, including, without limitation, the posting of any signage thereon, or any changes to the Property. Licensee shall have the right to secure the Property, including the installation of any fence, gate or lock thereon.

(g) Notwithstanding anything to the contrary herein, Licensee shall not dispose of any materials on the Property which may be classified as hazardous or toxic in nature under any applicable federal, state, or local laws, rules, regulations or ordinances.

(h) Licensee shall at all times keep and maintain in effect liability insurance coverage pertaining to the use of the Property by Licensee, with minimum policy limits of not less than Two Million Dollars (\$2,000,000), and shall provide Licensors with evidence of such insurance prior to the Effective Date. Licensors shall be named as additional insureds on any such policies. Licensors shall have no obligation to sign this Agreement unless and until Licensee delivers evidence of such insurance insuring Licensors in a form acceptable

by Licensor.

(i) Upon the expiration or sooner termination of this Agreement, Licensee shall (a) have removed any vehicles, equipment or any other property of Licensee or which was placed on the Property by or through Licensee, (b) have repaired any damage to the Property caused by Licensee's use thereof.

4. **NOTICES.** Any notices under this Agreement shall be delivered to the applicable party at the following addresses:

If to Licensee: SOUTHERN CALIFORNIA GAS COMPANY  
101 Ash Street, HQ12  
San Diego, CA 92101  
Attn: \_\_\_\_\_

If to Licensors: City of Inglewood as Successor Agency to the former  
Inglewood Redevelopment Agency  
One Manchester Boulevard, Ninth Floor  
Inglewood, CA 90301  
Attn: Executive Director/City Manager

With a copy to: Secretary of the City of Inglewood as Successor Agency to  
the former Inglewood Redevelopment Agency  
One Manchester Boulevard, First Floor  
Inglewood, CA 90301  
Attn: Secretary/City Clerk

5. **MISCELLANEOUS.** This Agreement shall be governed by the following additional provisions:

(a) Licensee's rights hereunder are not assignable, or transferable in any way, and are personal to Licensee.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of California.

(c) In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred at the trial and all appellate levels.

(d) This Agreement represents the entire understanding of the parties in connection with the subject matter hereof, and may not be modified nor amended except by writing executed in accordance with the same formalities as this Agreement.

(e) This Agreement may not be recorded among any public records; any recording of this Agreement among any public records shall terminate this Agreement and the License granted hereunder immediately and without further notice.

(f) This Agreement may be signed in counterparts, each of which shall be an

original but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

(g) This Agreement is subject to the requirements of AB X1 26, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

Dated: January \_\_\_\_, 2015

Licensee

SOUTHERN CALIFORNIA GAS COMPANY,  
a California corporation

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Dated: January \_\_\_\_, 2015

Licensor

CITY OF INGLEWOOD AS SUCCESSOR  
AGENCY FOR THE FORMER INGLEWOOD  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

James T. Butts, Jr.

Chairman

ATTEST:  
YVONNE HORTON  
Agency Secretary

By: \_\_\_\_\_



APPROVED AS TO FORM:  
KENNETH R. CAMPOS  
Agency General Counsel

By: \_\_\_\_\_  
Kenneth R. Campos, Esq.

APPROVED:  
KANE, BALLMER & BERKMAN  
Agency Special Counsel

By: \_\_\_\_\_  
Royce K. Jones, Esq.

EXHIBIT A

LEGAL DESCRIPTION

PROPERTY ADDRESS: 10117 PRAIRIE AVE., INGLEWOOD, CA

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST 63.125 FEET FO THE SOUTH 279.07 FEET OF LOT  
559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD,  
COUNTYOF LOS ANGELES, STATE OF CALIFORNIA, AS  
PER MAP RECORDED IN BOOK 15, PAGE 50 OF MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.

PARCEL 2:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS  
PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF  
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF  
SAID COUNTY.

[COMMONLY KNOWN AS 10117 PRAIRIE AVE., INGLEWOOD, CA]

APN: 4034005900

RESOLUTION NO 14- \_\_\_\_\_

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY APPROVING THAT CERTAIN LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY AND DIRECTING THE AUTHORIZED SIGNATORY OF THE SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY TO ENTER INTO SAID LICENSE AGREEMENT CONCERNING THAT CERTAIN SUCCESSOR AGENCY VACANT PARCEL LOCATED 10117 SOUTH PRAIRIE AVENUE, INGLEWOOD, CALIFORNIA 90301 (APN 4034-005-900) FOR THE PURPOSES STATED THEREIN.

**WHEREAS**, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code"); and

**WHEREAS**, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of AB 26; and

**WHEREAS**, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

**WHEREAS**, upon dissolution of the Inglewood Redevelopment Agency as of February 1, 2012, the Inglewood Redevelopment Agency was deemed the Former Redevelopment Agency under Health and Safety Code section 34173(a); and

1           **WHEREAS**, pursuant to Health and Safety Code section 34173(d), the City of  
2     Inglewood ("Successor Agency") serves as the successor agency to the Inglewood  
3     Redevelopment Agency ("Former Redevelopment Agency"), confirmed by City Council  
4     Resolution No.12-02 adopted on January 1, 2012; and

5           **WHEREAS**, AB 26 requires that there shall be an oversight board  
6     ("Oversight Board") established for each of the former California redevelopment  
7     agency's successor agencies to supervise the activities of the Successor Agency and  
8     the wind down of the dissolved Redevelopment Agency's affairs pursuant to AB 26;  
9     and

10          **WHEREAS**, the City of Inglewood, as Successor Agency is engaged in  
11     activities necessary to wind down the Former Redevelopment Agency, and

12          **WHEREAS**, the Southern California Gas Company, a California corporation  
13     ("Licensee") provides natural gas to the region as part of its utility operations. In  
14     connection therewith, Licensee has requested that the Successor Agency enter into a  
15     license with Licensee to enable Licensee to temporarily stage certain natural gas utility  
16     operations on vacant land owned by the Successor Agency located at 10117 South  
17     Prairie Avenue, Inglewood, California 90301. Licensee proposes to insure its  
18     operations thereunder. The California Department of Finance does allow for interim  
19     uses provided they can be terminated in thirty days. A proposed form of license  
20     agreement (the "Agreement") complies with such requirements and is presented to the  
21     Oversight Board for approval consideration as part of the staff report for this item; and

22          **NOW, THEREFORE**, the Oversight Board for the Successor Agency to the  
23     Inglewood Redevelopment Agency does hereby resolve as follows:

24          **SECTION 1.** The Recitals set forth above are true and correct and are  
25     incorporated into the Resolution by this reference.

26          **SECTION 2.** The Oversight Board hereby approves the Agreement and directs  
27     the authorized signatory of the Successor Agency to enter into by the Agreement, or  
28     such acceptable form thereof, when and as appropriate to allow the Licensee to carry

1 out its natural gas utility operations as contemplated therein.

2 **SECTION 3.** The Oversight Board Secretary shall certify as to the adoption of  
3 this Resolution.

4 **SECTION 4.** This Resolution shall take effect immediately upon adoption.

5 **PASSED, APPROVED AND ADOPTED** by the Oversight Board to the  
6 Successor Agency of the Inglewood Redevelopment Agency, at its meeting held on  
7 the \_\_\_\_\_ day of January, 2015 by the following vote:

8 Yes:

9 No:

10 Abstain:

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12 \_\_\_\_\_  
James T. Butts, Chairman

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15 ATTEST:

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Oversight Board Secretary

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